AGREEMENT AND WORKING RULES

Governing the

ELECTRICAL INDUSTRY OF GREATER BOSTON

Between

ELECTRICAL WORKERS UNION LOCAL 103, IBEW OF GREATER BOSTON

and

ELECTRICAL CONTRACTORS ASSOCIATION
OF GREATER BOSTON, INC.
BOSTON CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

SEPTEMBER 1, 2011 - AUGUST 31, 2016

ARTICLE I EFFECTIVE DATES OF THE AGREEMENT

1.1 This Agreement shall take effect September 1, 2011, and shall remain in effect until August 31, 2016, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter from September 1 through August 31 each year, unless changed or terminated in the way later provided herein.

3.12 Each job site shall be allowed a ratio of two (2) apprentices for every three(3) Journeymen Wiremen or fraction thereof as illustrated below.

Number of Journeymen

Maximum Number of Apprentices/Unindentured

1 to 3 4 to 6 etc.

2 4 etc.

11

5.8 "Normal Construction Labor Market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

Acton Amesbury Andover Arlington Bedford Bellingham Belmont Beverly	Boxborough Boxford Braintree Brookline Burlington Cambridge Canton Carlisle	Cohasset Concord Danvers Dedham Dover Dracut Dunstable Essex

Framingham Franklin Georgetown Gloucester Groveland Hamilton Haverhill Hingham Holliston Hull **Ipswich** Lawrence Lexington Lincoln Littleton Lowell Lynn Lynnfield Malden Manchester Marblehead Maynard Medfield Medford Medway Melrose

Methuen Middleton Millis Milton Nahant Natick Needham Newbury Newburyport Newton Norfolk North Andover North Reading Norwood Peabody Quincy Reading Revere Rowley Rockport Salem Salisbury Saugus Sharon Sherborn

Merrimac

Somerville Stoneham Sudbury Swampscott **Tewksbury Topsfield** Tyngsboro Wakefield Walpole Waltham Watertown Wayland Wellesley Wenham West Newbury Westford Weston Westwood Weymouth Wilmington Winchester Winthrop Woburn Wrentham

INSTALLATION & FABRICATION

- **6.29** (a) The work referred to in these working rules consists of the fabrication and installation of electrical distribution systems for power, light, heat and communications and the installation of all devices which by law are required to be installed by licensed electricians including the installations of such devices in the stock forms in which they are available from suppliers.
- **(b)** The policy of the Union is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wages, hours and working conditions by fellow members of the IBEW.
- (c) All cutting and channeling for the installation of electrical equipment is specifically a part of the electrical work of installing distribution systems.

TEMPORARY LIGHT AND POWER

- **6.30** The following conditions pertaining to temporary light and/or power are the work of the electrician and shall be strictly adhered to:
- 1. The installing, maintaining, connecting, and shifting or repairing of all wiring for temporary lighting and power and the maintenance of pumps, fans, electrical welding apparatus, stress relief apparatus, and blowers and all other electrical equipment on all construction projects, in new buildings in the course of construction, older buildings, undergoing alterations, subways, bridges, roadways, and railways shall be performed by employees under the terms of this Agreement who are employed by a recognized Electrical Contractor. It is agreed that trailer connections or extension lights shall consist of a socket, attachment plug and not more than fifty (50) feet of flexible wire. Such

extension lights shall be made up and repaired by employees under the terms of this Agreement but may be placed in various sockets or receptacles by the trades using them. This applies to either lighting or power appliances.

- 2. When an electrical contract has been signed by an Electrical Contractor, said Contractor shall maintain the temporary light and power system on site with employees employed under the terms of this Agreement.
- 3. When temporary lights are installed in stairways, hallways, for gauge lights, watchman's lights or job shack lights and are used for safety purposes only, are properly protected with guards and on circuits separate from other temporary lighting, no maintenance will be necessary.
- 4. All overtime on temporary lights and power shall be equitably allotted to employees employed under the terms of this Agreement working on the job.

ATOMIC ENERGY

- **6.31 (a)** Employers contemplating doing work in the so-called "Hot" areas of the atomic laboratories, atomic plants, or on the premises of anyone engaged in handling or storing of radioactive materials shall inform, and receive permission from the Union before sending into such "Hot" areas.
- (b) Unless a responsible approved government authority provides protection where employees are exposed to radioactive materials and/or radiation in excess of 1/10 of the maximum permissible limits (MPL) as established by the National Commission on Radiation Protection, or Title 10, Part 20 CRF Atomic Energy Commission, the Employer shall employ a qualified radiation monitor journeyman. Such radiation monitors shall determine the location of the hazardous zones and shall be responsible for the radiation hazard therein. He/She shall maintain permanent and accurate time checks, records and pertinent data on all employees entering or leaving such zones, including radiation dose rates to all personnel going into or emerging from radiation zones. He/She shall be in charge of any decontamination of personnel, their tools, materials or equipment. The monitors shall have the authority to stop any employee(s) who is not properly equipped or authorized from entering any radiation zone.

He/She shall record all surveys and data and report to his/her supervisor and the Union. It is agreed that before any such work is started a proper measurement of the amount of radioactivity present shall be made by a radiation monitor journeyman. Radiation measurements shall be taken and a proper analysis made before the work is started and at proper intervals during the progress of the job. These tests shall meet all the standards set by municipal, state, federal and other codes in the area for protection of personnel. Physical checkups, including blood count, shall be made available to all employees engaged in this type of work before starting and at the completion of the job. These examinations are to be made by a qualified graduate physician.

(c) Proper protective clothing (Anti-C) and radiation protective equipment shall be furnished by the Employer.

- (d) If an employee reaches his/her maximum allowable exposure in any one quarter (as allowed in applicable government regulations) he/she shall be offered employment in a non-radiation area for the remainder of said quarter or the duration of job, whichever is longer.
- (e) If an employee is terminated because he/she received his/her maximum allowable radiation exposure as set by the applicable government regulation, he/she shall be paid for the work lost for the duration of the job, providing the worker cannot find or be furnished with other employment.
- (f) The industry shall provide the necessary educational courses to qualify journeymen as radiation monitors.
- **(g)** The Employer shall furnish each employee and the Local Union with a report of the employee's radiation exposure upon termination of employment or when a request is received from an Employee or the Local Union.
- **(h)** The Union and the Employer agree to adopt those standards now included in the OSHA legislation and those that shall subsequently be added to the Act.

SECURITY WORK

6.32 The installation of pipe, wire and mounting of field devices for security systems installed in new buildings or projects that are mutually agreed, prior to bidding, to be under Building Trades control, and are bid under the base bid, shall be done under the wages and fringe benefits set forth in this Agreement.

ALTERNATIVE ENERGY

6.33 This Agreement shall govern the performance of the following jobs by the Employer and its employees: All electrical work covered under the terms of this Agreement for power generation systems, including the installation, operation, inspections, maintenance, repair, and service of these alternative energy sources including, but not limited to solar, photovoltaic, geothermal, wind, hydro, tidal, or any primary source of power generation or distribution.

BRIDGE OPERATION, REPAIR AND MAINTENANCE

6.34 This Agreement shall govern the operation, repair and maintenance of electrically-driven bridges, including but not limited to drawbridges and swing bridges. All work under this section shall be performed by Inside Journeyman Wiremen and shall be paid in accordance with the wages and benefits set forth in this Agreement.

WAGES AND FRINGE BENEFITS

- **6.38 (a)** The hourly wages for Journeyman, Foreman, General Foreman, and Apprentices, within the bargaining unit set forth in this Agreement, for the period from September 1, 2011, through August 31, 2016, is as set forth in Appendix "A," which is made part of this Agreement by reference. Increments may vary depending on any allocation to fringe benefits, see 6.37(e).
- (d) Apprentice rates shall be set at a percentage of the Journeyman's rate as follows, and adjusted to the nearest five cents (\$.05).

UNIFORM PERCENTAGE FOR APPRENTICES

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A.	1st Period	40% of the Journeyman Wireman Rate
B.	2 nd Period	40% of the Journeyman Wireman Rate
C.	3 rd Period	45% of the Journeyman Wireman Rate
D.	4th Period	45% of the Journeyman Wireman Rate
E.	5 th Period	50% of the Journeyman Wireman Rate
F.	6 th Period	55% of the Journeyman Wireman Rate
G.	7 th Period	60% of the Journeyman Wireman Rate
H.	8 th Period	65% of the Journeyman Wireman Rate
1.	9 th Period	70% of the Journeyman Wireman Rate
J,	10 th Period	75% of the Journeyman Wireman Rate

Approval of this Agreement has been given with the understanding that any section that does not conform to existing State and/or Federal Laws will be corrected by the parties signatory thereto. Such changes, if any, must be reduced in writing in the form of an amendment and forwarded in the usual manner for approval.

IN WITNESS THEREOF, the parties have executed this Agreement this 1st day of September, 2011.

ELECTRICAL CONTRACTORS ASSOCIATION OF GREATER, BOSTON, INC.

David R. Mackay

ALIA. Guarracino

Glenn W. Kingsbur

Alen Scharfe

Lawrence M. Hurwitz

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 103

Michael P. Monahan

James (C

James M. O'Connell

Thomas D. Leahy

hin P. Dumas

Soan M. Calleghan

Sean M. Callaghan

CONDITIONALLY APPROVED

INTERNATIONAL OFFICE-I.B.E.W.

MAY 0 8 2012

Edwin D. Hill, President This approval does not make the International a party to this agreement.

APPENDIX A
Inside Construction Agreement - Local Union 103, IBEW and Boston Chapter, NECA
Wage Rates, Fringe Benefits and Report Procedures

EFFECTIVE DATES: SEPTEMBER 1, 2011 - FEBRUARY 29, 2012 TOTAL (1) WAGE Contributions (2) NEIF \SC (1) **PACKAGE** RATE H&W PEN JATF EILMCT NLMCC DI **AMF** NEBF GEN. FOREMAN: 7.30 5.30 \$82.97 \$50.25 13.00 0.50 5.00 0.01 0.10 1.51 0.30 FOREMAN: 78.69 46.10 13.00 7.30 5.30 0.50 5.00 0.01 0.10 1.38 0.28 JOURNEYMAN: 74.36 41.89 13.00 7.30 5.30 0.50 5.00 0.01 0.10 1.26 0.25 APPRENTICES: (for Apprentices starting 2012 and thereafter) 40% \$35.86 \$16.75 13.00 0.50 A RATE 5.00 0.01 0.10 0.50 0.10 **BRATE** 35.86 16.75 13.00 0.50 5.00 40% 0.01 0.10 0.50 0.10 C RATE 45% 47.72 18.85 13.00 7.30 2.39 0.50 5.00 0.01 0.10 0.57 0.11 D RATE 45% 47.72 18.85 13.00 7.30 2.39 0.50 5.00 0.01 0.10 0.57 0.11 7.30 **ERATE** 50% 50.14 20.95 13.00 2.65 0.50 5.00 0.01 0.10 0.63 0.13 FRATE 55% 52.57 23.05 13.00 7.30 2.92 0.50 5.00 0.01 0.10 0.69 0.14 **GRATE** 25.15 13.00 7.30 3.18 0.50 5.00 60% 54.99 0.01 0.10 0.75 0.15 **HRATE** 65% 57.43 27.25 13.00 7.30 3.45 0.50 5.00 0.01 0.10 0.82 0.16 IRATE 70% 59.80 29.30 13.00 7.30 3.71 0.50 5.00 0.01 0.10 88.0 0.18 J RATE 75% 62.23 31.40 13.00 7.30 3.98 0.50 5.00 0.01 0.10 0.94 0.19 APPRENTICES: (for Apprentices starting 2011) \$16.75 13.00 0.50 5.00 0.01 A RATE 40% \$43.16 7.30 0.10 0.50 0.10 **BRATE** 40% 43.16 16.75 13.00 7.30 0.50 5.00 0.01 0.10 0.50 0.10 **CRATE** 45% 47.72 18.85 13.00 7.30 2.39 0.50 5.00 0.01 0.10 0.57 0.11 7.30 2.39 0.50 D RATE 45% 47.72 18.85 13.00 5.00 0.01 0.10 0.57 0.11 7.30 **ERATE** 50% 50.14 20.95 13.00 2.65 0.50 5.00 0.01 0.10 0.63 0.13 23.05 13.00 7.30 2.92 0.50 5.00 F RATE 55% 52.57 0.01 0.10 0.69 0.14 7.30 3.18 0.50 5.00 **GRATE** 60% 54.99 25.15 13.00 0.01 0.10 0.75 0.15 27.25 13.00 7.30 3.45 0.50 5.00 0.01 0.10 0.82 0.16 **HRATE** 65% 57.43 70% 59.80 29.30 13.00 7.30 3.71 0.50 5.00 0.01 0.10 88.0 0.18 IRATE **JRATE** 75% 62.23 31.40 13.00 7.30 3.98 0.50 5.00 0.01 0.10 0.94 0.19 APPRENTICES: (for Apprentices starting before 2011) **BRATE** 40% 43.16 16.75 13.00 7.30 0.50 5.00 0.01 0.10 0.50 0.10 7.30 0.50 5.00 **CRATE** 45% 50.63 18.85 13.00 5.30 0.01 0.10 0.57 0.11 18.85 13.00 7.30 5.30 0.50 5.00 0.01 0.57 0.11 **D RATE** 45% 50.63 0.10 5.30 5.00 52.79 20.95 13.00 7.30 0.50 0.01 0.10 0.63 0.13 **ERATE** 50% 13.00 7.30 5.30 0.50 5.00 0.01 **FRATE** 55% 54.95 23.05 0.10 0.69 0.14 57.11 25.15 13.00 7.30 5.30 0.50 5.00 0.01 0.10 0.75 0.15 **GRATE** 60% **H RATE** 65% 59.28 27.25 13.00 7.30 5.30 0.50 5.00 0.01 0.10 0.82 0.16 29.30 13.00 7.30 5.30 0.50 5.00 0.01 IRATE 70% 61.39 0.10 0.88 0.18 **JRATE** 75% 63,55 31.40 13.00 7.30 5.30 0.50 5.00 0.01 0.10 0.94 0.19

NOTES: 1) NEIF\SC excluded from total package. 2) See page 4 for complete report procedures.

Appendix A, Page 1

APPENDIX A
Inside Construction Agreement - Local Union 103, IBEW and Boston Chapter, NECA
Wage Rates, Fringe Benefits and Report Procedures

EFFECTIVE DATES: MARCH 1, 2012 - AUGUST 31, 2012

TOTAL (1) WAGE Contributions (2)						NEIE						
		PACKAGE	RATE	H&W	PEN	DI		*********	NLMCC	AMF	NEBF	NEIF \SC (1)
GEN. FORE	MAN:	\$83.60	\$50.85	13.00	7.30	5.30	0.51	5.00	0.01	0.10	1.53	0.31
FOREMAN:		79.22	46.60	13.00	7.30	5.30	0.51	5.00	0.01	0.10	1.40	0.28
JOURNEYM	AN:	74.86	42.37	13.00	7.30	5.30	0.51	5.00	0.01	0.10	1.27	0.25
APPRENTIC	ES: (for	r Apprentices	starting 2						0.01	0.10	1 - 2- 1	0.20
A RATE	40%	\$36.08	\$16.95	13.00	-	-	0.51	5.00	0.01	0.10	0.51	0.10
B RATE	40%	36.08	16.95	13.00	-	-	0.51	5.00	0.01	0.10	0.51	0.10
C RATE	45%	47.93	19.05	13.00	7.30	2.39	0.51	5.00	0.01	0.10	0.57	0.11
D RATE	45%	47.93	19.05	13.00	7.30	2.39	0.51	5.00	0.01	0.10	0.57	0.11
E RATE	50%	50.41	21.20	13.00	7.30	2.65	0.51	5.00	0.01	0.10	0.64	0.13
F RATE	55%	52.84	23.30	13.00	7.30	2.92	0.51	5.00	0.01	0.10	0.70	0.14
G RATE	60%	55.26	25.40	13.00	7.30	3.18	0.51	5.00	0.01	0.10	0.76	0.15
H RATE	65%	57.75	27.55	13.00	7.30	3.45	0.51	5.00	0.01	0.10	0.83	0.17
IRATE	70%	60.17	29.65	13.00	7.30	3.71	0.51	5.00	0.01	0.10	0.89	0.18
J RATE	75%	62,65	31.80	13.00	7.30	3.98	0.51	5.00	0.01	0.10	0.95	0.19
		r Apprentices		•								
A RATE	40%	\$43.38	\$16.95	13.00	7.30	-	0.51	5.00	0.01	0.10	0.51	0.10
B RATE	40%	43.38	16.95	13.00	7.30	-	0.51	5.00	0.01	0.10	0.51	0.10
C RATE	45%	47.93	19.05	13.00	7.30	2.39	0.51	5.00	0.01	0.10	0.57	0.11
D RATE	45%	47.93	19.05	13.00	7.30	2.39	0.51	5.00	0.01	0.10	0.57	0.11
E RATE	50%	50.41	21.20	13.00	7.30	2.65	0.51	5.00	0.01	0.10	0.64	0.13
FRATE	55%	52.84	23.30	13.00	7.30	2.92	0.51	5.00	0.01	0.10	0.70	0.14
G RATE	60%	55.26	25.40	13.00	7.30	3.18	0.51	5.00	0.01	0.10	0.76	0.15
H RATE	65%	57.75	27.55	13.00	7.30	3.45	0.51	5.00	0.01	0.10	0.83	0.17
IRATE	70%	60.17	29,65	13.00	7.30	3.71	0.51	5.00	0.01	0.10	0.89	0.18
J RATE	75%	62.65	31.80	13.00	7.30	3.98	0.51	5.00	0.01	0.10	0.95	0.19
		Apprentices										
CRATE	45%	50.84	19.05	13.00	7.30	5.30	0.51	5.00	0.01	0.10	0.57	0.11
DRATE	45%	50.84	19.05	13.00	7.30	5.30	0.51	5.00	0.01	0.10	0.57	0.11
ERATE	50%	53.06	21.20	13.00	7.30	5.30	0.51	5.00	0.01	0.10	0.64	0.13
FRATE	55%	55.22	23.30	13.00	7.30	5.30	0.51	5.00	0.01	0.10	0.70	0.14
G RATE	60%	57.38	25.40	13.00	7.30	5.30	0.51	5.00	0.01	0.10	0.76	0.15
H RATE	65%	59.60	27.55	13.00	7.30	5.30	0.51	5.00	0.01	0.10	0.83	0.17
IRATE	70%	61.76	29.65	13.00	7.30	5.30	0.51	5.00	0.01	0.10	0.89	0.18
J RATE	75%	63.97	31.80	13.00	7.30	5.30	0.51	5.00	0.01	0.10	0.95	0.19

NOTES: 1) NEIF\SC excluded from total package. 2) See page 4 for complete report procedures.

APPENDIX A
Inside Construction Agreement - Local Union 103, IBEW and Boston Chapter, NECA
Wage Rates, Fringe Benefits and Report Procedures

Future Wage\Fringe allocations subject to change. Contact NECA Chapter Office for updated rates.

	TOTAL (1)	OTAL (1) WAGE Contributions						NEIF			
	PACKAGE	RATE	H&W	PEN	DI	JATF	EILMCT	NLMCC	AMF	NEBF	\SC (1)
EFFECTIVE: SEPTEMBER 1, 2012 - FEBRUARY 28, 2013 (2)											
JOURNEYMAN	75.61	43.05	13.00	7.30	5.30	0.56	5.00	0.01	0.10	1.29	0.26
EFFECTIVE: MARC	H 1, 2013 - A	UGUST 3	1, 2013	(2)		_					
JOURNEYMAN	76.36	43.77	13.00	7.30	5.30	0.57	5.00	0.01	0.10	1.31	0.26
						-					
EFFECTIVE: SEPTI	EMBER 1, 20	13 - FEBF	RUARY 2	8, 2014	(2)	_					
JOURNEYMAN	77.11	44.45	13.00	7.30	5.30	0.62	5.00	0.01	0.10	1.33	0.27
EFFECTIVE: MARC	H 1, 2014 - A	UGUST 3	1, 2014	(2)		_					
JOURNEYMAN	77.86	45.17	13.00	7.30	5.30	0.63	5.00	0.01	0.10	1.35	0.27
EFFECTIVE: SEPT	EMBER 1, 20	14 - FEBF	RUARY 2	28, 20 <u>15</u>	(2)	_					
JOURNEYMAN	78.61	45.84	13.00	7.30	5.30	0.69	5.00	0.01	0.10	1.37	0.28
EFFECTIVE: MARC	H 1, 2015 - A	UGUST 3	1, 2015	(2)		_					
JOURNEYMAN	79.36	46.55	13.00	7.30	5.30	0.70	5.00	0.01	0.10	1.40	0.28
EFFECTIVE: SEPTEMBER 1, 2015 - FEBRUARY 29, 2016 (2)											
JOURNEYMAN	80.36	47.51	13.00	7.30	5.30	0.71	5.00	0.01	0.10	1.43	0.29
EFFECTIVE: MARCH 1, 2016 - AUGUST 31, 2016 (2)											
JOURNEYMAN	81.36	48.47	13.00	7.30	5.30	0.73	5.00	0.01	0.10	1.45	0.29

NOTES: 1) NEIF\SC excluded from total package. 2) See page 4 for complete report procedures.

APPENDIX A

Inside Construction Agreement - Local Union 103, IBEW and Boston Chapter, NECA Wage Rates, Fringe Benefits and Report Procedures

Report on MPR Box:

9/1/11 3/1/12

CONTRIBUTIONS LEGEND:

	TOPORTOR IN	· · · · · · · · · · · · · · · · · · ·	<u> </u>					
H&W	Health and Welfare Fund	VI.	\$13.00 \$13.00 per hour					
PEN	Local 103 Pension Fund	VI.	\$ 7.30 \$ 7.30 per hour					
DI	Deferred Income Fund	V.	See breakdown for applicable rate					
JATF	Joint Apprenticeship and Training Fund	VI.	\$ 0.50 \$ 0.51 per hour					
EILMCT	Electrical Industry Labor-Mgmt. Cooperation Trust	VI.	\$ 5.00 \$ 5.00 per hour					
NLMCC	National Labor-Management Cooperation Committee	: 111_	\$ 0.01 \$ 0.01 per hour					
AMF	Administrative Maintenance Fund	IV.	\$ 0.10 \$ 0.10 per hour					
NEBF	National Electrical Benefit Fund	1.	3% of gross payroll					
NEIF\SC	National Electrical Industry Fund\Service Charge	II.	0.6% of gross payroll					
DEDUCT	ION: WORKING ASSESSMENT:	Х.	\$ 0.92 per hour					
MONTHL	Y PAYROLL REPORT(MPR): PROCEDURES							
1.	National Electrical Benefit Fund:	3% of gros						
II.	National Electrical Industry Fund\Service Charge: *(Note: NEIF\SC is applicable to NECA members of	nly and not inc	ross payroll cluded in Total Package)					
111.	National Labor-Management Cooperation Committee		r hour (up to 150,000 hours per year)					
IV.	Administrative Maintenance Fund: \$0.10 per hour (up to 150,000 hours per year)							
V.	V. Deferred Income Contribution must be reported for each employee and should equal the individual's actual hours worked (total clock hours) times his\her applicable rate.							
VI.	Grand Total of Actual Hours Worked multiplied by the DESIGNATED SUM. Sums represent the total							
•••	of the applicable Health & Welfare, Pension, JATF, and EILMCT contributions							
			as of: <u>9/1/11</u> <u>3/1/12</u>					
	DESIGNATED SUM All workers except A&B Rate A		\$25.80 \$25.81 per hr.					
	DESIGNATED SUM A&B Rate Apprentices (starting		•					
\ /#*	DESIGNATED SUM A&B Rate Apprentices (starting	in 2012 and t	hereafter) \$18.50 \$18.51 per hr.					
VII. VIII.	Total of all contributions.							
IX.	EILMCT Relief if applicable. Total Remitted. Mail report, and a check payable to "Citizens Bank" to the: Electrical Construction							
I/C.	Trust Funds, 256 Freeport St.(2nd Floor), Dorchester, MA 02122							
X.	Working Assessment: Mail the Local Union's (gold) copy of this report, and a check payable to "Local							
	Union 103, IBEW" to: Financial Secretary, Local 103,							

Reports should be mailed to their respective offices not later than 15 calendar days following the end of each calendar month. Call 617-969-2521 for Monthly Report Forms.